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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 23-10982-amc

Rochelle N. Coates, II Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Apr 24, 2024 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 26, 2024:

Recipi ID Recipient Name and Address

db + Rochelle N. Coates, II, 225 West Nedro Avenue, Philadelphia, PA 19120-1838

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 26, 2024 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 24, 2024 at the address(es) listed below:

Name Email Address

DENISE ELIZABETH CARLON

on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

LEON P. HALLER

on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY lhaller@pkh.com

dmaurer@pkh.com;mgutshall@pkh.com;khousman@pkh.com

MICHAEL D. SAYLES

on behalf of Debtor Rochelle N. Coates II midusa1@comcast.net, michaeldsaylesesq@comcast.net;r43253@notify.bestcase.com

MICHAEL PATRICK FARRINGTON

on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY mfarrington@kmllawgroup.com

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District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Apr 24, 2024 Form ID: pdf900 Total Noticed: 1

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

Case 23-10982-amc Doc 47 Filed 04/26/24 Entered 04/27/24 00:32:52 Desc Imaged Certificate of Notice Page 3 of 4 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Rochelle N. Coats III, a/k/a Rochelle N. Alverest

Debtor(s)

PENNSYLVANIA HOUSING FINANCE

AGENCY

Movant

vs.

Rochelle N. Coats III, a/k/a Rochelle N. Alverest

Debtor(s)

11 U.S.C. Section 362

KENNETH E. WEST ESQUIRE

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of April 10, 2024, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,032.04. Post-petition funds received after April 10, 2024 will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: October 2023 through November 2023 in the amount of \$547.17/month; December 2023 through April 2024 in the amount of \$587.54/month

Total Post-Petition Arrears \$4,032.04

- 2. Debtor shall cure said arrearages in the following manner:
- a). Within fourteen (14) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$4,032.04.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$4,032.04 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due May 2024 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$587.54 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

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- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 9. The parties agree that a facsimile signature shall be considered an original signature. Date: April 10, 2024

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

April 17, 2024

Date:_____

Michael D. Sayles

Michael D. Sayles Esq.

Attorney for Debtor(s)

Date: 4/18/2024

<u>/s/ Jack Miller, Esquire for The C</u>hapter 13 Trustee

Kenneth E. West, Esquire Chapter 13 Trustee

no objection to its terms, without prejudice to any of our rights and remedies

Approved by the Court this 24th day of April

__, 2024. However, the court

retains discretion regarding entry of any further order.

Bankruptcy Judge Ashely M. Chan